

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ MAR 05 2010 ★

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THE CITY OF NEW YORK,

BROOKLYN OFFICE

Plaintiff,

-against-

06 CV 6504 (JBW) (CLP)

BOB MOATES' SPORT SHOP, INC.; COASTAL TILE
& ROOFING COMPANY, INC. d/b/a Coastal Pawn Shop;
JOHN COSCIA d/b/a John's Gun & Tackle Room;
FRANKLIN ROD & GUN SHOP, INC.; GWINNETT
PAWN SHOP, INC.; HOT SHOTS, INC. d/b/a Hot Shots
Jewelry & Pawn; MILLER ROD & GUN, INC.; RJS
ENTERPRISES, INC. d/b/a Dick's Pawn North Shop;
JERRY DALE ROOKS d/b/a Rooks Sales & Service; TCE
OF VIRGINIA, INC. d/b/a Town & Country Pawn Shop;
TOCCOA PAWN & VARIETY, INCORPORATED;
TRADER WORLD, INC.;

Defendants.
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**AMENDMENT TO THE STIPULATION AND SETTLEMENT AGREEMENT
BETWEEN THE CITY OF NEW YORK AND JOHN COSCIA D/B/A JOHN'S GUN &
TACKLE ROOM**

WHEREAS, The City of New York (the "City") and John Coscia d/b/a John's
Gun & Tackle Room ("Coscia") entered into a Stipulation and Settlement Agreement (the
"Agreement") on August 14, 2007, which was "So Ordered" by the Court on August 15, 2007;

WHEREAS, the City and Coscia have agreed to a modification of the Agreement
to clarify the effective date and end date of the compliance period specified by the Agreement;
and

So ordered
per 3/3/10

[Handwritten mark]

WHEREAS, the City and Coscia are of the view that any changes to the Agreement, a court-ordered document, must be presented to the ordering Court for its consideration and approval;

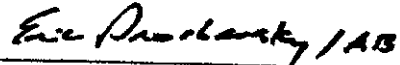
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, and in consideration of the mutual promises and covenants by the parties made in connection with this Amendment To the Stipulation and Settlement Agreement Between The City of New York and Coscia (the "Amendment"), the parties agree as follows:

1. Except as expressly provided for in this Amendment, the Agreement is unchanged.

2. Paragraph 11 of the Agreement is amended as follows:

The duties of the Special Master shall terminate upon attainment by Coscia of three consecutive years, from the date of execution of the Stipulation and Settlement Agreement, of full compliance by Coscia, and each of his employees and agents acting in their capacity as employees and agents of Coscia, with all applicable firearms laws and regulations and with paragraphs 2-8 of this Stipulation and Settlement Agreement (the "Compliance Period"). The Special Master shall provide to the parties either written certification of compliance or the reasons for non-compliance within 30 days of the close of the putative Compliance Period. In the event that compliance is certified, the parties hereto shall jointly move the Court to dismiss the New York Action.

The parties intending to be legally bound this 22-day of February, 2010, have caused this Agreement to be executed by setting their hands and seals as follows.

 /AS

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Plaintiff
100 Church Street, Rm. 20-099
New York, New York 10007
(212) 788-1324

By: Eric Proshansky



**JOHN COSCIA D/B/A JOHN'S
GUN & TACKLE ROOM**
2604 Freemansburg Avenue
Easton, Pennsylvania 18045

By: John Coscia



MICHAEL A. CARDOZO
Corporation Counsel

**THE CITY OF NEW YORK
LAW DEPARTMENT**

100 CHURCH STREET
NEW YORK, N.Y. 10007-2601

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February 25, 2010

Via ECF and Hand Delivery

Hon. Jack B. Weinstein
United States District Judge
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Re: *The City of New York v. Bob Moates' Sport Shop, Inc., et al.*, 06 CV 6504

Dear Judge Weinstein:

I write regarding a settlement entered into between The City of New York (the "City") and John Coscia d/b/a John's Gun & Tackle Room ("Coscia") and So Ordered by the Court on August 15, 2007.

To clarify the effective date and end date of the compliance period specified in the settlement, the parties have executed an amendment to the settlement. The City respectfully requests that Your Honor approve this amendment as So Ordered.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "A. Biernoff".

Ari Biernoff
Assistant Corporation Counsel

enclosure

cc: counsel via ECF

A handwritten signature in black ink, appearing to read "So Ordered", followed by the date "3/3/10" and a signature.